

TOWN OF FOREST HEIGHTS TOWN SPECIAL MEETING

Wednesday, August 19, 2020
8:00 pm
Virtual Meeting
Dial-In 1-301-715-8592
Meeting ID 860 0831 6885

Agenda

- I. Call to Order
- II. Roll Call
- III. Moment of Silence
- IV. Pledge of Allegiance to the Flag of the United States of America
- V. Approval of Agenda
- VI. Public Period (limit 2 minutes)
- VII. Legislation
 - a. Resolution 48-20 to approve a consulting services agreement with Greenwill Consulting Group, LLC as the Town Lobbyist
 - b. Resolution 49-20 to approve and accept a proposal and contract with Choice Concrete Construction, Inc. to perform certain street and sidewalk repairs on Seneca Drive and Terrell Avenue
 - c. Resolution 50-20 to authorize the Mayor/Council to accept the proposal and enter a contract with ASIL Public Relations, LLC to maintain community engagement/public relations for the Town of Forest Heights/Police Department
- VIII. New Business
- IX. Adjournment

**Town of Forest Heights
Work Session- 7:30 PM
Monday, August 3, 2020
Meeting Minutes**

Call to Order: 7:30 PM

Roll Call: CM Washington, CW Noble, CM Atkinson, CW Hines, Mayor Muhammad present.

Moment of Silence:

Pledge of Allegiance:

Approval of Agenda: Motion by CM Washington to approve the agenda; seconded by CW Hines; all in favor; motion passed.

Approval of Consent Agenda: Motion by CM Washington to approve the consent agenda; seconded by CW Hines; all in favor; motion passed.

Presentation from Greenwill Consulting: Mr. Ivan Lanier with the lobbying group Greenwill Consulting gave a summary of legislative events occurring in Annapolis. Senators and delegates will start making budgetary requests for their districts at this time, with first drafts submitted to the Governor in September. By mid-November, the Governor will give approval for budget on capital projects. Ms. Tia elaborated that the talks in Annapolis had shifted to COVID-19 related legislation and funding such as the CARES Act and HEROES Act. They also talked about town specific legislation and project updates. If the HEALS Act is passed it would not receive the relief funding it is supposed to get under the HEROES Act. There are also hearings on police reform and various initiatives including body camera requirements. Unemployment insurance is an ongoing task. The Governor had to tap into the state's rainy-day fund. Teacher salary and safety is also a major point, as is second wave pandemic funding and government liability. The lottery commission has begun to discuss workgroups to discuss decreased casino revenue, which may affect the Town's Impact Grant. The North Huron Sidewalk project has been submitted and completed. Greenwill was able to submit a coronavirus relief plan on behalf of the Town. It has been approved. Discussions are underway to include using the funds for business grant programs, meal programs for families, and/or rental and utility assistance programs for residents. More detailed notes are available for the mayor and council that can be passed onto the public.

Staff Reports:

Treasurer's Report: Status report of the Town's finances for the month of August 2020 were distributed to the Town Council and can be picked up at the clerk office.

Public Works: Status report from Public Work Director were distributed to the Town Council and can be picked up at the clerk office and town website.

Circuit Rider: CW Noble asked if Pepco had accepted the streetlight agreement. Mr. Stanley Mosley said that he had not heard yet, and anticipated hearing back by the end of the week.

Code Enforcement: Status report from Code Enforcement were distributed to the Town Council and can be picked up at the clerk office and town website.

Ombudsman: Status report from Ombudsman were distributed to the Town Council and can be picked up at the clerk office and town website.

Police Chief: Status report from Chief Rease were distributed to the Town Council and can be picked up at the clerk office and town website.

Town Administrator: Status report from Town Administrator were distributed to the Town Council and can be picked up at the clerk office and town website.

Special Motion: Motion by CW Hines to allow 2 speakers to speak out of order in the Public Period; seconded by CW Washington; motion passed.

Public Period: Mr. McLaurin asked about seeing the minutes and agenda before the meeting. The Town Clerk responded that the agenda, complete with the legislative package, was posted on the Town website, and that she would help him find it later.

Ms. Theresa Brownson asked about the consulting firm, and does the Town need them for reports during the pandemic? Town Administrator Mr. Robinson stated that the reports were a small percentage of their duties. They are also a resource to connect with legislators and decision makers, as well as monitor legislation in a way that affects the Town, doing work that the Town does not have time to do itself.

Ward Reports

Ward I: None.

Ward II: CM Atkinson asked about finishing his driveway. The Mayor responded that Public Works would be there with the contractor on the roads and would stay until it was finished.

Ward III: CW Hines complimented the work done for the Safe Routes to School done for North Huron Drive. CW Noble said that residents were complaining that leaves are being spilled due to being placed in wet bags. The Mayor responded that they were working with Goode Trash to establish expectations and remedy the issue. CW Noble also asked if Public Works could work to identify what they consider a dead tree.

Mayor's Report: The Mayor noted that a tropical storm watch was expected for tonight and tomorrow. If there are any dead trees on the property, she urged people to call Public Works, and to call 311 if there are wires down.

Legislation

Resolution 48-20: A Resolution to approve a consulting services agreement with Greenwill Consulting Group, LLC as the Town Lobbyist; introduced by Mayor Habeeb-Ullah Muhammad; motion by CW Hines to waive the full reading; seconded by CM Washington; discussion. CW Noble asked if the Town had a tracking device to see what the group was bringing into the Town. The Mayor answered that she and Mr. Robinson had worked with them closely and knew what they were bringing in. Mr. Robinson added that they could provide a list of services for the councilwoman in response to any concerns.

Resolution 49-20: A Resolution to approve and accept a proposal and contract with Choice Concrete Construction, Inc to perform certain street and sidewalk repairs on Seneca Drive and Terrell Avenue; introduced by Mayor Habeeb-Ullah Muhammad. Motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; discussion. CW Hines asked how do they know which street are designated as in "bad shape". The Mayor said that any citizen can call and report street problems. CW Hines reiterated as to what the qualifications for attention were. The Mayor said that Cree Drive was on the list. CW Noble also asked about what the qualifications were and that they should have a plan. CM Washington asked if the list could be publicized. Mr. Robinson explained that there is a deciding committee comprised of himself, the Public Works director, and Councilmembers Kennedy II and CW Noble (who are on members of the Public Works committee). The worst streets have been prioritized, and Cree Drive has been in consideration for a bid. They are working on scheduling a meeting addressing Cree Drive specifically and waiting on the councilmembers reply. CW Noble said that she has no engineering background and that decisions should be made according to a professional opinion. Mr. Robinson replied that they do not expect the committee to be engineering experts, but that it is responsible for setting policy and scheduling based on the proposals and testimony by engineers.

Mr. Vaughn further explained the resolution, saying that it is not focused on streets but rather sidewalks that are broken up and create a trip hazard, including one in front of CM Atkinson's driveway

that was mentioned earlier. He explained the meeting was to call upon the councilmembers' opinion and to see what was being done. The streets are obviously in bad shape and the committee was to decide how funds should be allocated. CW Noble asked why the driveways near where current and former councilmembers were being repaired. Mr. Vaughn said that there was no list, in response to an email sent by a resident. The process was to bring the entire issue to the council in the process of a resolution. CW Noble thanked Public Works for explaining the process.

Resolution 50-20: A Resolution to authorize the Mayor/Council to accept the proposal and enter into a contract with ASIL Public Relations, LLC to maintain community engagement/public relations for the Town of Forest Heights/Police Department; introduced by Mayor Habeeb-Ullah Muhammad. Motion by CM Washington to waive the full reading seconded by CW Hines; all in favor; motion passed; discussion. The Mayor stated that the contract would be extended for another year at the cost of \$8,000. Its services include publicizing the police department through various forms of social media. CW Noble asked if they were just for the Police Department. CW Noble asked if the slash should be taken out to indicate that it was also serving the Administration Department. Town Attorney Kevin Best said that the title did not have to be amended.

New Business: CW Hines said that discussion should take place more. The Mayor replied that that was what the first Monday of each month was for.

CW Noble asked if the Town Clerk had access to applications to 2 available weatherization programs for residents. She asked how well the gift card distribution went for food drives. The Mayor said that they had gotten a lot of positive response. Finally, she asked if the Town should take up the cause of potentially renaming MD 210 (Indian Head Highway). CM Washington noted that it was a state highway and that the town had no control over it. CW Noble responded that the Town should at least be kept aware. CW Hines stated that she did find it offensive. Attorney Kevin Best said to be careful about joining into a push to rename the highway without input from the town of Indian Head.

Meeting Adjourned: 8:45 PM.

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 48-20**

**A RESOLUTION TO APPROVE A CONSULTING SERVICES AGREEMENT WITH
GREENWILL CONSULTING GROUP, LLC AS THE TOWN LOBBYIST**

Introduced by: Habeeb-Ullah Muhammad, Mayor

WHEREAS, the Town is currently contracted with the Greenwill Consulting Group, LLC to provide Government Relations ("Lobbyist") consulting services and;

WHEREAS, the Town has previously engaged the services of Greenwill Consulting Group, LLC for the past 2 years to assist with obtaining Local Development Impact Fees associated with slot machines and other gaming revenue in Maryland where applicable and for other purposes and;

WHEREAS, the Town has authority by its Charter to obtain such personal services and consultation and;

WHEREAS, the Towns current one-year extension (Amendment 1) of the original contract with Greenwill Consulting Group, LLC is scheduled to terminate on August 7, 2020 and;

WHEREAS, the Town wishes to enter into a new one-year contract with Greenwill Consulting Group, LLC to continue government relations consulting services and;

WHEREAS, the Town has negotiated an annual contract for government relations consulting services with Greenwill Consulting Group, LLC in the amount of \$25,000.00 and;

WHEREAS, the new contract does not change the existing scope of work currently required by the Town and continues to represent the responsibility by Greenwill Consulting Group, LLC to assist the Town with current and future work products and;

WHEREAS, the Mayor and Council has budgeted under line item 7264 of the FY 2021 Budget funding in the total amount of \$25,000.00 for such services.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby authorize and approve the contract proposal dated August 8, 2020 at a total cost of \$25,000.00 submitted by Mr. Ivan Lanier of Greenwill Consulting Group, LLC attached hereto and incorporated as Exhibit A;

AND BE IT FURTHER RESOLVED that the Mayor and Town Council of Town of Forest Heights, Maryland hereby authorizes and approves the Mayor on behalf of the Town to execute the described contract and any other related instrument or document necessary to carry out the intent of this Resolution.

THE TOWN OF FOREST HEIGHTS
RESOLUTION 48-20

AND BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED this ____ day of August 2020.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
MUHAMMAD	_____
KENNEDY II	_____
NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____

I HEREBY CERTIFY that the above Resolution No. __-20 was passed by the required yea and nay vote of the Mayor and Council of Forest Heights on the ____ day of August 2020.

ATTEST:

THE MAYOR AND COUNCIL OF THE
TOWN OF FOREST HEIGHTS

Sherletta B. Hawkins, Town Clerk

By: _____
Habeeb-Ullah Muhammad, Mayor

By: _____
Calvin Washington, Council President

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 48-20**

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ____ day of August 2020 with ____ Yea votes and ____ Nay, constituting at least a four (4) vote majority, the aforesaid Resolution __-20 passed.

Sherletta B. Hawkins, Town Clerk

EXHIBIT A (Contract for Consulting Services with Greenwill Consulting Group, LLC)

CONSULTING SERVICES AGREEMENT BETWEEN
GREENWILL CONSULTING GROUP, LLC AND
The Town of Forest Heights

THIS CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of the 8TH day of August 2020, by and between Forest Heights, a Town duly organized and existing under the laws of the State of Maryland, its subsidiaries and affiliates (collectively, "Client "), and Greenwill Consulting Group, LLC ("Consultant"), a limited liability company registered under the laws of the State of Maryland. For purposes of the obligations of the Consultant pursuant to this Agreement, the term "Consultant" shall be deemed to include any employees, intermediaries, agents, or firms of Consultant.

Article 1 - Scope of Services

Client retains Consultant to provide Government Relations Services, in the State of Maryland during the 2021 Legislative Session and transition to serve as the Town's Government and Community Affairs Specialists. This transition will include participating in activities that strengthen the Town of Forest Heights such as: existing government affairs work for the Town, communicating updates to residents and elected leaders, obtaining grants for the Town, collaborating with members of the Town staff, and assisting in managing resident communication projects.

Consultant shall provide the Services affecting the interests of Client and shall use its best efforts in supplying the Services during the term of this Agreement. Client will provide guidance as required to Consultant in the delivery of such Services. Such assistance by Consultant shall include: (1) provide assistance with implementation of strategy for overall effective representation and growth within the State of Maryland; (2) developing lobbying strategies; (3) educating the members of the Maryland General Assembly of Client goals, objectives, and needs; (4) monitoring sources of Maryland legislation; (5) monitoring the Maryland Senate and House of Delegates committee and subcommittee hearings; (6) focuses on obtaining increased funding from a variety of government sources including funding from the Local Development Council grants, state bond bills, and state and local grants; (7) Submit grant proposals and required reports in accordance with funder requirements and deadlines; (8) Manage grant application-related communications including periodic status reports (to be determined by the Town Administrator); (9) Works with Town staff and elected leaders to determine Town priorities and appropriate S.M.A.R.T. (Specific /Measurable /Achievable/Relevant/Timely) goals and task items; (10) Work directly with the Town Administrator, Town Clerk, and Mayor as well as other department heads, depending on the funding source and project, to communicate to Town residents and other stakeholders through various communication methods (newsletter, staff and employee meetings, Mayor/Council meetings); and, (11) Serve as a valued member of the Town of Forest Heights team as the Town's lobbyist in Annapolis and in Prince George's County.

Article 2 - Compensation, Payment, and Invoicing

For the performance of the Services Client shall pay Consultant a retainer fee of \$25,000.00. The payment shall be made in 12 consecutive monthly installments of \$2,083.33.

Consultant shall invoice Client by the 1st day of each month, for the current month's Services. Client shall pay the monthly payments no later than 30 calendar days following the date on the monthly invoice. Prompt payment is a requirement for continued representation. If payment is not received by day of the month due, Client shall pay Consultant a late fee of \$150.00 per month on every monthly balance forward.

Consultant

Client

Article 3 – Term & Termination of Agreement

Term:

The term of the Agreement shall be effective from the 8th day of August, the year 2020 to the 7th day of August, the year 2021, Consultant shall be entitled to retain all amounts paid to Consultant prior to the indicated date of termination, and Client shall not be required to make any additional payments to Consultant except for payments accrued before expiration or termination date, and reimbursement of authorized amounts expended before expiration or termination date in accordance with this Agreement. The right of either party to terminate this Agreement in the event of a breach thereof is not an exclusive remedy for such breach. Neither the expiration nor termination of this Agreement for whatever cause shall affect any right or obligation that has accrued as of the time of such expiration or termination.

Termination:

(A) Discretionary. Either party may terminate this agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

(B) Cause. Either party may terminate this agreement for cause upon ten (10) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination notice, to the reasonable satisfaction of the party giving such notice, within thirty (30) days of the receipt of said notice.

(C) Effect of Termination. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this agreement without the prior written consent of the other.

(D) Return of Documents. Upon termination, any and all Town documents or materials provided to Consultant and any and all of Consultant's documents and materials prepared for or relating to the performance of its duties under this agreement, shall be delivered to the Client as soon as possible, but not later than thirty (30) days after termination of this Agreement.

Article 4 - Confidentiality

Consultant, on behalf of itself and its employees, hereby covenants and agrees that it:

(A) Shall exercise reasonable care and caution to keep confidential all trade secrets, confidential or proprietary information concerning Client's business and operations which becomes known to Consultant by reason of performance of its Services on Client's behalf ("Confidential Information"). Confidential Information includes, but is not limited to, corporate plans and strategies, new product samples, specifications, formulations and pricing information;

(B) Shall not disclose any Confidential Information to any person outside of the employ of Consultant, unless to do so is required in connection with the performance of its Services and is approved in advance by Client, and in such event Consultant hereby agrees to advise said third parties of the confidential nature of said material and to obtain from such parties their agreement to abide by the confidentiality terms set forth in this Agreement, unless publication of the material is intended and agreed to by Client in advance;

Consultant

Client

- (C) Shall use such Confidential Information solely for the purposes of providing to Client the Services set forth herein; and,
- (D) Shall return to Client all such Confidential Information which is in a tangible form then in its possession at the termination of Consultant's Services, except that Consultant shall be entitled to keep one copy of such Confidential Information and its work product solely for complying with the confidentiality obligations it has hereunder.
- (E) It is further agreed that Confidential Information shall not include the following:
- i. information that is in the public domain at the time of disclosure hereunder to Consultant or which enters the public domain through no fault of Consultant;
 - ii. information that Consultant can reasonably demonstrate is in the possession of Consultant at the time of disclosure hereunder to Consultant; and
 - iii. information that Consultant receives from a third party that has no obligation of confidentiality to Client with respect to the information revealed.
- (F) If Consultant or any other party to whom Confidential Information is supplied pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, Consultant shall provide Client with prompt notice so that Client may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or Client waives compliance with the provisions of this Agreement, Consultant (or a third party) shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required and shall exercise its best reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the Confidential Information.

Article 5 - Independent Contractor

Consultant is retained as an independent contractor, and not an employee or agent of Client and shall be responsible for its own work. Consultant shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Income Tax, other reports and deductions required by any applicable state or federal law.

Article 6 - No Waiver

None of the provisions of this agreement shall be considered as waived by either party thereto unless such waiver is reduced to writing and signed by both parties.

Article 7 - Extent of Agreement

This Agreement represents the entire and integrated agreement between Client and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. Only written instrument signed by both Client and Consultant may amend this agreement.

Article 8 - Indemnification

Each party shall remain responsible for its own acts and omissions and shall indemnify the other party and its officers, directors, employees, members and agents against all liability or loss sustained in connection with, and against all claims or actions based upon or arising out of, any negligent acts or omissions of the indemnifying party or its officers, directors, employees or agents, in the

Consultant

Client

performance or non-performance of this Agreement, or based upon any violation of any statute or ordinance, and the defense of any such claims or actions.

Article 9 - Governing Law

This Agreement shall be governed and constructed by the laws of the State of Maryland applicable to contracts made and to be performed in that State.

Article 10 - Agreement; Counterparts; Electronic Signatures

(a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

(b) The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

IN WITNESS THEREOF the parties hereto have executed this agreement as of the ____ day of _____, 2020.

Greenwill Consulting Group, LLC
320 Prospect Bay Drive West
Grasonville, Maryland 21638

The Town of Forest Heights
5508 Agrapahoe Drive
Forest Heights, Maryland 20745

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Consultant

Client

GREENWILL

The Town of Forest Heights – Monthly Update Briefing

Thank you for the opportunity to join your workgroup. The purpose of our team being involved in these calls is to update the Town on initiatives and topics we are monitoring and focused on in Annapolis and on the local level (on a monthly basis). During our last presentation to the Town, we touched on legislative updates as well as some major shifts in the legislative focus due to Coronavirus Pandemic, which included:

- CARES Act funding
- Discussions of grant programs as well as projections of Heroes act
- Town specific legislative & project updates

Since, we've stayed the course with keeping ourselves up-to-date on how COVID relief efforts are transforming. Recently, we saw the introduction of the HEALS act by the US senate. While the Heroes act would provide billions of dollars to state and local government, the HEALS act would not. If HEALS is passed, the Town of Forest Heights would not receive the \$1.3 million projected in the Heroes act.

Other issues we've been monitoring through attending weekly hearings & legislative workgroups include:

- **Police Reform & Accountability** - Fueled by the death of George Floyd, it shifted the conversation to civil rights
 - These hearings are focused on awareness, training, accountability, as well as a mental health component as it relates to law enforcement.
 - Topics also include implementation of law enforcement programs and equipment such as body cameras, and other related initiatives.
 - What we know is that police reform initiatives will always have a direct impact on state and local budgets. We are monitoring this closely to make sure there isn't anything put into law that will affect the Town in a major way.
- **Unemployment Insurance** -The influx of Unemployment claims has proven to be a heavy lift for Maryland. With the Governor tapping into the rainy-day fund, discussions around allocation & increased funding continue to take place. Unemployment will remain a major issue until we begin to see significant economic recovery.
- **Teacher Compensation, Retention, and Public Safety** – The way the state does education has changed dramatically due to COVID – topics of discussion include increasing teachers' salaries, and additional pay for other front-line public safety personnel. We expect this to be a major focus in the 2021 session.

GREENWILL

- **Re-occurrence or Second wave coordination funding** – Which we've already begun to see, is around for the long haul. We will continue to see funding around relief and recovery efforts for some time to come.
- **Government Liability Insurance** – The General Assembly has been discussing the details of whether or not Government employees who test positive during work on behalf of government entities are immune from workers suits.
- **Board of Public Works** – In early July, the Board approved \$413 Million in budget cuts and intends to cut an additional \$200 Million in the later part of this year and into 2021. The Board has been meeting frequently to discuss these budget projections.
- **Lottery (a major funding mechanism) & Gaming Commission** – As Maryland gets back to business, workgroups surrounding gaming have resumed. At last week's hearing, the Lottery expressed a long-term reduction in casino contribution, which may affect the Town's local impact grant going forward as well as future opportunities for this grant in particular.

Town specific Projects:

- **Capital Grant for the sidewalk project:** Greenwill submitted the completed plan which was approved. It is a reimbursable grant – Contracted invoices should be submitted to DGS, which in turn work make the funds available to the Town.
- **CRF Plan** – Through partnership with the Town, Greenwill was able to develop and submit a successful CRF plan. The Town received an approval letter which indicated a \$28K disallowed expense, which will need to be re-allocated. In discussion with Linwood on our bi-weekly calls, we've laid out some ideas as to how this money could be used to fill a void in the community. In those discussions, we've suggested the implementation of a grant program.

Some grant programs examples include:

- **Business Grant program** - that would offer assistance to local businesses. Could be structured around number of employees, or on focused relief efforts such as utilities, lease assistance, revenue lost, etc.
- **Meal assistance program** – Senior citizens & families with young children who may be skipping meals due to not being able to physically attend school
- **Rental or utility assistance for constituents** – Based on hardships due to job loss or reduced income due to COVID.

This concludes our monthly updates. Please always feel free to reach out to us with any questions or concerns you may have. We are here to be of assistance. – The Greenwill Team

Greenwill and Forest Heights FY2020

Greenwill has had a great year with Forest Heights both inside and outside of Annapolis. Our team has been there to assist the Town with its unprecedented growth every step of the way, from bond bill submittals to casino impact funding procurement. And despite an interrupted Legislative Session, we were able to keep the name Forest Heights on the minds of State legislators, from Prince George's County and beyond. Please find a list of our accomplishments and services below, and we look forward to continuing our work with the Town in the fiscal year to come.

- **Development assistance** – We are dedicated to helping the Town expand and prosper through residential and economic development and annexation.
- **Automotive Enforcement project** – Our knowledge of the automated speed monitoring industry and legislation led to new projects in the Town that have increased the safety of citizens and added new revenue for Forest Heights.
- **State Highway Administration/PEPCO** – With years of experience in Maryland, we were able to use our high-level executive contacts necessary to provide the Town with speedy, one-on-one responses from SHA and Pepco.
- **Public Safety State & Federal Grant Assistance** – We are well-versed in grant writing and have submitted several grant proposals for the Police Department to procure funding for police vehicles, police uniforms, and other supplies.
- **Town presentations** – Our team attended a Town meeting in February, and we look forward to attending more, briefing Town leaders and citizens on updates from Maryland's government.
- **2020 Session reports** – While in Annapolis, we briefed the Town weekly through calls in addition to sending a personalized legislative update for bills we were tracking for the Town.
- **Bond bill application submittal** – After securing a bond bill through the legislature last year, we wrote and submitted a bond bill that provided \$125,000 for a Safe Routes to School project, which came through constant communication with the Department of General Services.
- **Maryland Comptroller VLT funding report** – We were instrumental in providing necessary data and compiling the yearly report that parses out how \$120,000 of VLT impact funds will be spent in the Town.
- **Liaison with State Leaders** – We proudly spread the good word of the Town in Annapolis. We have set up calls and meetings with leaders such as Senator Patterson, and even before the CARES Act funding was passed, we sent financial impact letters to the delegation on behalf of Forest Heights.

- **COVID-19 response** – We bring up-to-date knowledge of the State and Federal response to the coronavirus, sending updates from Governor Hogan’s office as well as reports on legislative virtual briefings.
- **CARES Act funding** – We worked tirelessly with the Town to compile, edit, and submit an interdepartmental spending plan to Prince George’s County for CARES Act funds totaling \$157,000. We are also closely monitoring the next rounds of stimulus from the federal government.

Other On-going Pursuits:

- Constant General Assembly monitoring of Bills to protect Town Speed Camera program
- Constant General Assembly monitoring of Bills associated with maintaining & increasing Local Development Impact Funding (Casino Funds)
- Constant forging of relationships between Forest Heights and legislators on County & State levels
- Providing constant information and alert about grants that are available to the Town from various sources
- Assists the Town with general Grant Writing, Application & Administration
- Assists the Town with development of lobbying strategies for various legislative matters
- Assists Mayor and Town staff with preparation for Senate and House testimony on Bills and other legislation during legislative sessions when needed
- Assists the Town with overall strategy on matters that enhance the development, economy and tax base of Forest Heights

August 4, 2020

THE TOWN OF FOREST HEIGHTS

RESOLUTION 49 -20

A RESOLUTION TO APPROVE AND ACCEPT A PROPOSAL AND CONTRACT WITH CHOICE CONCRETE CONSTRUCTION, INC. TO PERFORM CERTAIN STREET AND SIDEWALK REPAIRS ON SENECA DRIVE AND TERRELL AVENUE

Introduced by: Mayor Habeeb-Ullah Muhammad

WHEREAS, the Public Works Supervisor has obtained proposals from at least three vendors, namely (i) Choice Concrete Construction, Inc. for \$7,416.00, (ii) Pavement Corporation for \$8,698.00, and (iii) G&G Remodeling, Inc. for \$15,500.00, as required by Town procurement law and recommends the selection of Choice Concrete Construction, Inc.; and

WHEREAS, the Council finds that Choice Concrete Construction, Inc., has submitted the lowest or best bid, for quality of goods and work, time of delivery or completion, and degree of responsibility amongst the proposers being considered in order to provide asphalt excavation repair at or near 135 Seneca Drive and concrete repairs at or near 135 Seneca Drive and 6009 Terrell Avenue and all other necessary work as enumerated in the Proposal Req. No. 20-043; and

WHEREAS, the Town wishes to enter into a services agreement with Choice Concrete Construction, Inc. to perform the above-described repairs in the amount of \$7,416.00.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby authorizes the Mayor to enter into the proposal/contract dated February 21, 2020 (attached hereto and incorporated by reference herein) with Choice Concrete Construction, Inc., for services stated therein pursuant to the terms and conditions specified in Exhibit A;

AND BE IT FURTHER RESOLVED that before entering into said agreement with said contractor, the Mayor shall obtain the following items: (i) a certificate of insurance for said vendor naming the Town as an additional ensured for the amounts and limits as indicated herein below, and (ii) a signed Town of Forest Heights Contractor Liability Release form;

AND BE IT FURTHER RESOLVED that the contractor shall maintain insurance to protect against all claims under Worker's Compensation, Comprehensive General Liability and Automobile Liability and shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of Maryland.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury – not less than \$500,000 per person; \$1,000,000 per occurrence.

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THE TOWN OF FOREST HEIGHTS

RESOLUTION 49 -20

2. Property Damage – not less than \$1,000,000 per occurrence.

Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Comprehensive Automobile Liability shall include the following: Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following: Liability arising out of the ownership, maintenance or use of any auto; Auto non-ownership and hired car coverage;

AND, BE IT FURTHER RESOLVED, that the Town Council of Forest Heights, Maryland hereby authorizes and approves the Mayor on behalf of the Town to execute any other related instrument or document necessary to carry out the intent of this Resolution;

AND, BE IT FURTHER RESOLVED, that the Mayor shall ensure that the Public Works Director obtains and reviews for sufficiency any necessary traffic control or barricading plans in order to protect the travelling public during the course of construction described in the above approved proposal/contract;

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED this __ day of August 2020.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland.

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

KENNEDY II

NOBLE

BARNES

HINES

WASHINGTON

ATKINSON

The Town of Forest Heights
Resolution 49-20

THE TOWN OF FOREST HEIGHTS

RESOLUTION 49 -20

ATTEST:

MAYOR AND COUNCIL OF THE TOWN OF
FOREST HEIGHTS, MARYLAND

Sherletta Hawkins, Town Clerk

Habeeb-Ullah Muhammad, Mayor

Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ___ day of August 2020, with ___ Aye votes and ___ Nay vote the aforesaid Resolution ___-20 passed.

Sherletta Hawkins, Town Clerk

Exhibit A (Contract/proposal.)

February 21, 2020

Phone: (301) 937-0046
Fax: (301) 937-1115

Town of Forest Heights
5508 Arapahoe Drive
Forest Heights, MD 20745-1998

Mr. Larry Vaughn
Phone: 240-993-9243
Email: ldvaughn@forestheightsmd.gov

Location: Terrell Drive & Arapahoe Drive and Mohican Drive & Seneca Drive, Forest Heights MD
Reference: Proposal No. 20-043 – Sidewalk and Curb & Gutter Repairs

Choice Concrete Construction will provide labor and material to complete the following:



1. Terrell Drive & Arapahoe Drive: Remove deteriorated Sidewalk *per TDS # 19 – attached*



2. Mohican Drive & Seneca Drive: Repair concrete Curb & Gutter to include asphalt to tie in to new concrete curb *per TDS # 18 – attached*

Total Price \$7416.00

"Delivering reliable, high quality service and cost-effective solutions for 20 years"
www.choiceconcreteinc.com

Concrete

Suburbs

Curb & Gutter

Dumpster Pads

ADA Ramps

Steps & Landings

Aprons

Driveways

Asphalt

Gravel

Paving

Gravel

Gravel

Gravel

Speed Bumps

Concrete

Suburbs

Curb & Gutter

Dumpster Pads

ADA Ramps

Steps & Landings

Aprons

Driveways

Asphalt

Gravel

Paving

Gravel

Gravel

Gravel

Speed Bumps



Pr. No. 20-043 – Forest Hgts – Concrete Repairs

Notes & Exclusions:

1. Work to commence in the next 30-60 days as weather changes and/or permits.
2. This proposal is good for 30 days.
3. Payment terms net upon completion.
4. One (1) year warranty for workmanship and materials from date of invoice. *The warranty will become null and void if chemicals and/or rock salts are utilized in winter weather conditions during the warranty period.*
5. If payment terms are not met any/all warranties become null and void.
6. Certificate of Insurance upon request.
7. A 3% processing fee on all Credit Cards Payments. Not included in above price.

If you have any questions, please let us know. If you would like to accept our proposal, please sign below and return to me. This Agreement will not be binding until we receive the signed Agreement, and we approve and sign the Agreement below.

ACCEPTED:

X

Authorized Signature

Date

X

Print Name and Title

BY: CHOICE CONCRETE CONSTRUCTION, INC.

Authorized Signature

Date



February 21, 2020

Revised

August 3, 2020

Phone: (301) 937-0046

Fax: (301) 937-1115

Town of Forest Heights

5508 Arapahoe Drive

Forest Heights, MD 20745-1998

Mr. Larry Vaughn

Phone: 240-993-9243

Email: ldvaughn@forestheightsmd.gov

Location: Terrell Drive & Arapahoe Drive and Mohican Drive & Seneca Drive, Forest Heights MD

Reference: **Proposal No. 20-043R – Sidewalk and Curb & Gutter Repairs**

Choice Concrete Construction will provide labor and material to complete the following:



Terrell Drive & Arapahoe Drive:

- Remove approximately 45 sq. ft of deteriorated Sidewalk - per **TDS # 19** – See attached



Mohican Drive & Seneca Drive:

- Repair concrete Curb & Gutter – approximately 58 linear ft. to include asphalt patch back to tie in to new concrete curb also clean and repair asphalt apron - per **TDS # 18** – See Attached

Total Price \$7416.00

"Delivering reliable, high quality service and cost-effective solutions for 20 years"

www.choiceconcreteinc.com

Concrete
Sidewalks
Curb & Gutter
Dumpster Pads
ADA Ramps
Steps & Landings
Aprons
Driveways

Asphalt
Milling
Patching
Paving
Sealcoat
Striping
Speed Bumps

Concrete
Sidewalks
Curb & Gutter
Dumpster Pads
ADA Ramps
Steps & Landings
Aprons
Driveways

Asphalt
Milling
Patching
Paving
Sealcoat
Striping
Speed Bumps

Notes & Exclusions:

1. Work to commence in the next 30-60 days as weather changes and/or permits.
2. This proposal is good for 30 days.
3. Payment terms net upon completion.
4. One (1) year warranty for workmanship and materials from date of invoice. *The warranty will become null and void if chemicals and/or rock salts are utilized in winter weather conditions during the warranty period.*
5. If payment terms are not met any/all warranties become null and void.
6. Certificate of Insurance upon request.
7. A 3% processing fee on all Credit Cards Payments. Not included in above price.

If you have any questions, please let us know. If you would like to accept our proposal, please sign below and return to me. This Agreement will not be binding until we receive the signed Agreement, and we approve and sign the Agreement below.

ACCEPTED:**X**_____
Authorized Signature_____
Date**X**_____
Print Name and Title

BY: CHOICE CONCRETE CONSTRUCTION, INC.

Authorized Signature_____
Date

TDS – Information Sheet - 18



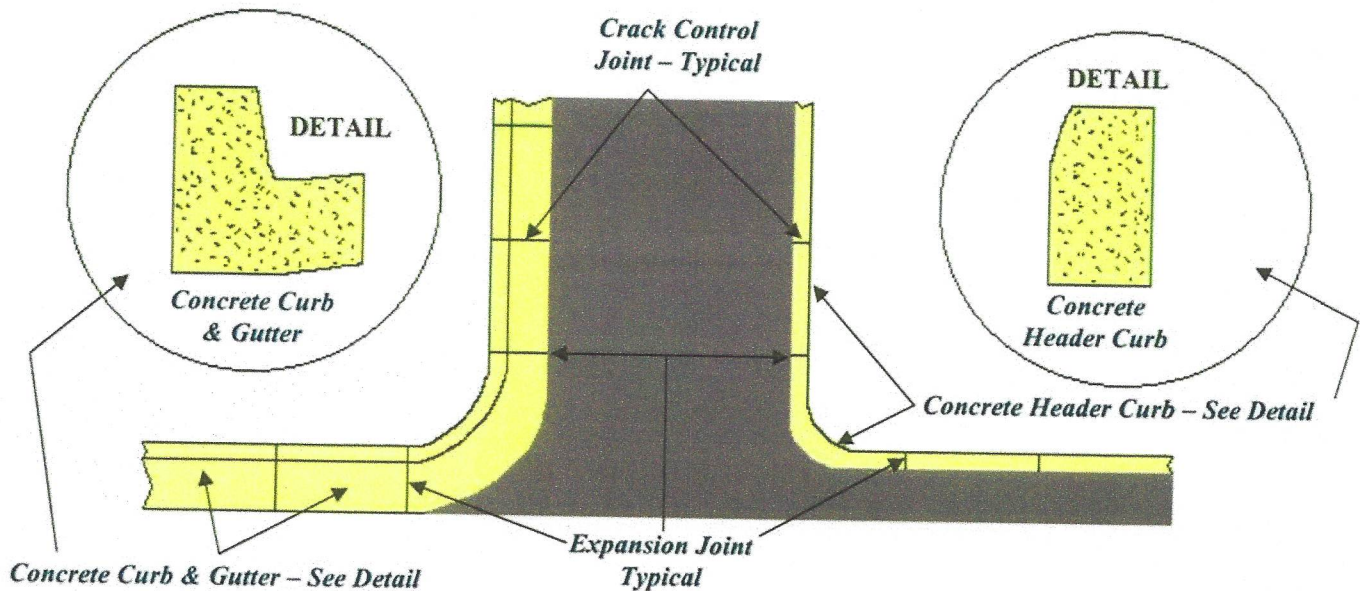
Beltsville, MD

301-937-0046 Main Office

301-937-1115 Office Fax

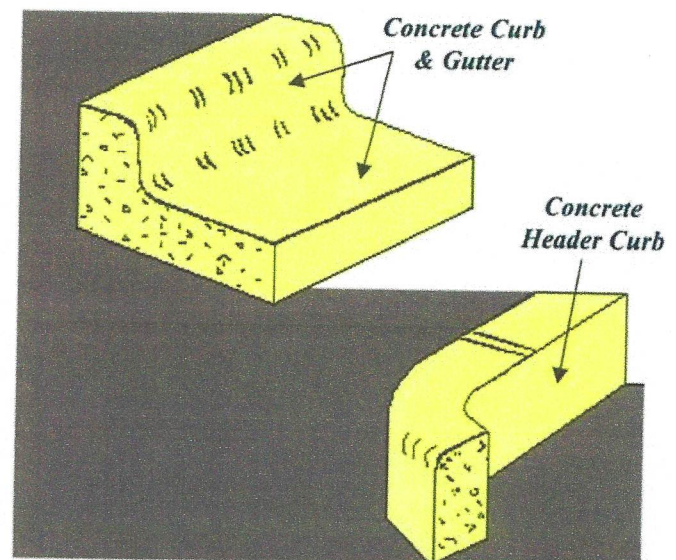
www.choiceconcreteinc.com

Concrete Curb Installation



SCOPE:

- Lay out and mark all areas of repair.
- Demolish and remove areas to be repaired to the nearest joint or saw cut. Dispose of all debris offsite.
- Cut walls of demolition to produce vertical edges.
- Install forms as necessary to retain and support concrete.
- Roll existing sub-grade materials to achieve maximum density.
- Install full-depth 3,500 PSI air entrained concrete to match existing adjacent curbs. Install expansion joint material every 100 linear feet, at the beginning and end of short radii and at structures. Install crack control joints every 10 linear feet. Concrete surface finish to be light-broom finished to ensure traction.
- Provide protection against elements as necessary to promote curing of new installation.
- Remove forms and backfill adjacent disturbed areas using onsite materials.



TDS – Information Sheet - 19



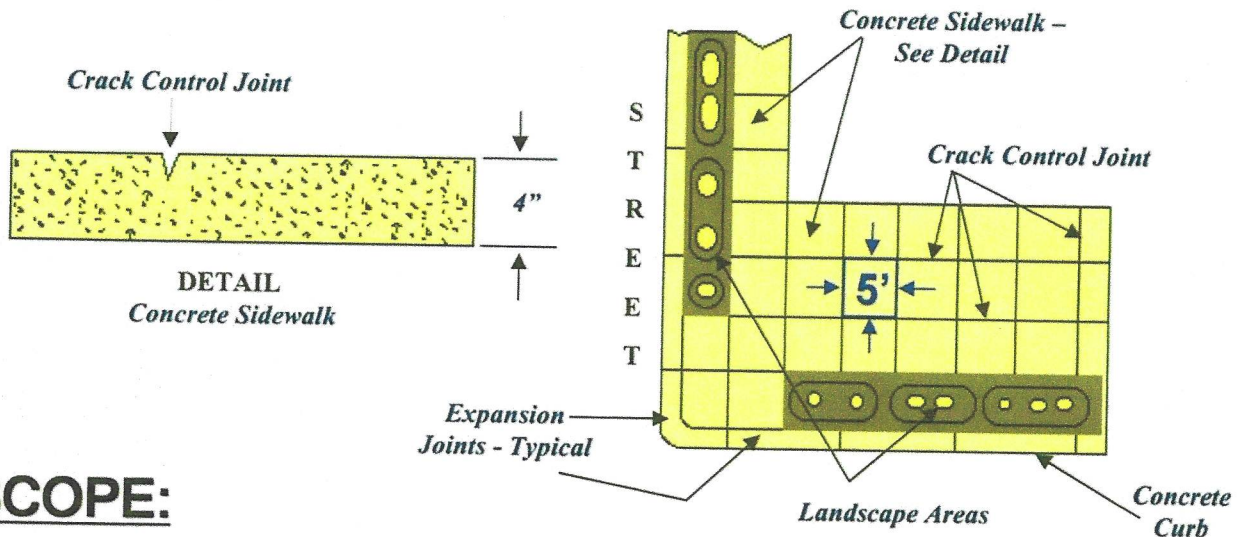
Beltsville, MD

301-937-0046 Main Office

301-937-1115 Office Fax

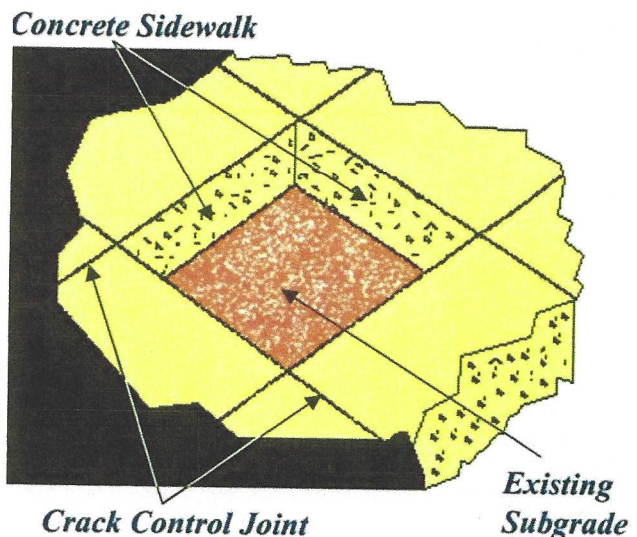
www.choiceconcreteinc.com

Concrete Sidewalk Installation



SCOPE:

- Lay out and mark all areas of repair.
- Demolish and remove areas to be repaired to the nearest joint or saw cut. Dispose of all debris offsite.
- Cut walls of demolition to produce vertical edges.
- Install forms as necessary to retain and support concrete.
- Roll existing sub-grade materials to achieve maximum density.
- Install 4" depth 3,500 PSI air entrained concrete and finish level with top adjacent concrete. Install expansion joint material every 30 linear feet on center and crack control joints every 5 linear feet on center. Light-broom finish concrete surface to ensure traction (unless otherwise specified).
- Provide protection against elements as necessary to promote curing of new installation.
- Remove forms and backfill adjacent disturbed areas as specified using onsite materials.



Pavement Maintenance Proposal

Town of Forest Heights

Larry Vaughn

Project:

Repairs Various Locations - Concrete/Asphalt

135 Seneca Dr. and 6009 Terrell Ave.
Forest Heights, MD 20745

pavement
CORPORATION

Rebecca Fittery
Proposal Manager

Service Provider Information

Company Info



Pavement Corporation
P.O. Box 1498
Waldorf, MD 20601

P: 855.976.8465
F: 301.396.5783

<http://www.pavementcorporation.com>

Contact Person

Rebecca Fittery
Proposal Manager
rayl@pavementcorp.com
Cell: 855.976.8465
Office 855.976.8465 Ext 1019

About Us

Pavement Company, LLC d/b/a Pavement Corporation is a regional provider of asphalt and concrete paving, maintenance and repair for public and commercial clients.

Pavement Corporation services local and national accounts for all of their capital improvement asphalt and concrete needs. In addition to capital improvement projects, Pavement Corporation offers on call service for pothole repairs, seal coating, crack sealing, line striping, catch basin collapses, trip hazards and other "on demand" services to enhance safety in parking lots, roadways and sidewalks. Pavement Corporation currently serves customers in Maryland, Virginia, Washington, D.C., Delaware and West Virginia.

This Proposal is prepared for the individual and/or entity named on the first page (sometimes referred to herein as "You" or "Customer").

Asphalt Excavation Repair - 135 Seneca Drive

1. The area under consideration for pavement repair comprises 23 square yards of deteriorated pavement.
2. There exist 1 area of repair located on the property.
3. All repairs will be shaped symmetrically where possible.
4. We will cut a perimeter and excavate repair area to a depth of 6 Inches. We will remove all materials from site.
5. Next we will compact base and then install 4 inches of compacted thickness 19mm base course asphalt.
6. We then will install 2 inches of compacted thickness 9.5mm surface course asphalt.
7. We will roll and compact to maximum density leaving a true and even finish.
8. All areas will be barricaded during and after the repair process.

Total Price for this item: \$4,997.00

Concrete Repairs - 135 Seneca Dr. and 6009 Terrell Ave.

1. We have identified 3 areas requiring concrete repair.
 - o 6009 Terrell Avenue - 1 area of sidewalk, comprising 48 square feet at 4"
 - o 6009 Terrell Avenue - 1 area of concrete driveway, comprising 48 square feet at 6"
 - o 135 Seneca Drive - 1 area of curb and gutter, comprising 40 lineal feet
2. We will form, place and finish to match existing concrete elevation, where applicable, with 3,500 psi AE concrete.
3. **Barricading**: All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.

Total Price for this item: \$3,701.00

6009 Terrell Ave



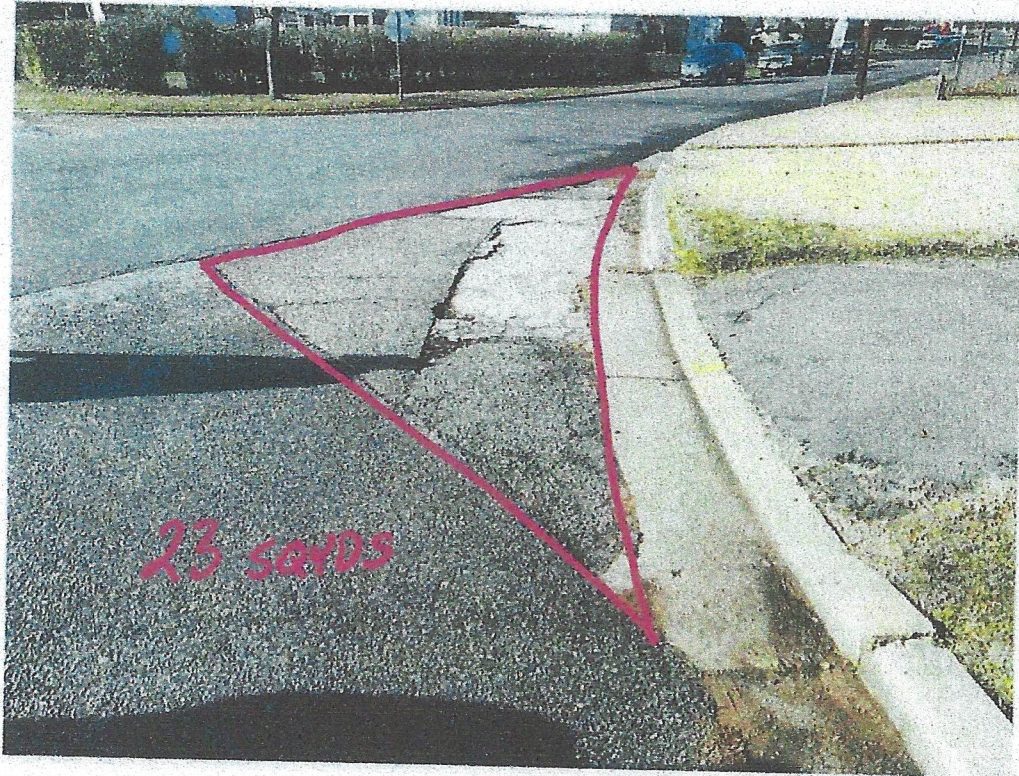
Notes:

6009 Terrell Ave



Notes:

135 Seneca Dr



Notes:

135 Seneca Dr



Notes:

Price Breakdown: Repairs Various Locations - Concrete/Asphalt



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on January 19, 2020.

Item	Description	Cost
1	Asphalt Excavation Repair - 135 Seneca Drive	\$4,997.00
2	Concrete Repairs - 135 Seneca Dr. and 6009 Terrell Ave.	\$3,701.00
Total:		\$8,698.00

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that any additional work requirement that is dissimilar from specifications described in this proposal/contract will result in a new contract or an addendum to this contract. Pavement Corporation reserves the right to correct any and all work it deems unsatisfactory.

An additional 2% will be added to the price of the contract if paid by credit card.

Please see any attachments for special conditions or exhibits that may pertain to aspects of this proposal.

Payment Terms

We agree to pay the total sum or balance in full 30 days after the completion of work.

The undersigned is authorized to approve and execute this contract on behalf of Customer.

Date: _____

Larry Vaughn | Public Works Director
Town of Forest Heights
5508 Arapahoe Drive
Forest Heights, MD 20745
ldvaughn@forestheightsmd.gov
C: 240-289-2301

Rebecca Fittery | Proposal Manager
Pavement Corporation
P.O. Box 1498
Waldorf, MD 20601
E: rayl@pavementcorp.com
C: 855.976.8465
P: 855.976.8465 Ext 1019
F: 301.396.5783
<http://www.pavementcorporation.com>

Contract Terms & Conditions

1. Pavement Corporation has no responsibility for permits, bonds, testing, engineering or inspections. Unless otherwise stated, this work is quoted to be completed during normal business hours. If weekend work is requested, additional charges may apply.
Drainage not guaranteed on areas having 2% grade or less. Asphalt thickness is to be constructed as an overall average.
The color of concrete repairs will not match the existing concrete.
Pavement Corporation shall not be responsible for existing sub-grade conditions or unmarked utilities.
The Owner/Property Manager will be held liable for clearing the lot of all vehicles and/or obstructions that would hinder us from performing our work. All vehicles must be removed prior to 8AM. Each additional mobilization beyond what is specified will be at an additional cost of \$1,000 to the customer.
Pavement Corporation cannot be held liable for any damage to vehicles left in the work area.
Pavement Corporation is not responsible for any vehicles, persons, animals, etc., which enter any repaired parking area once it has been sealcoated, line striped or crack filled.
Pavement Corporation shall have no liability for failures in work performed due to over loading, excessive moisture, inferior sub grade material, freezing and thawing, causes beyond our control or for any other reason not attributable to our workmanship or material quality.
Curb painting, concrete painting, crack filling/sealing and skin patching do not carry any warranty.
Price quotes are good for 30 days.
Unless specified in the proposal, Pavement Corporation is not responsible for ADA compliance.

WARRANTY

Pavement Corporation warrants work for a period of one (1) year from date of completion. Repairs performed during the warranty period will be in a timely manner and at no cost to the owner.
For the Warranty to be effective, the following conditions apply:
A) All current invoices have been paid in full. B) The performance of warranty repairs do not extend the warranty period. C) Claims for warranty repairs must be made in writing within one (1) year following the date of completion and within seven (7) days following discovery. Warranty covers material and workmanship only.

ADDITIONAL WORK

Unit prices, where specified, shall prevail for all extra work performed over and above the original contract while Pavement Corporation is actively on site. Pavement Corporation reserves the right to renegotiate any work that requires unplanned mobilization to the site to perform said additional work. Should plans, scope of work, or site conditions change prior to or during construction, Pavement Corporation reserves the right to change or modify its proposal accordingly.

2. WORK EXCLUSIONS:

- Asbestos removal or testing.
- Caulking, sealants or painting (unless specified in above text).
- Excavation or removal of unsuitable or contaminated soils.
- Landscape, tree removal or trimming.
- Structural engineering, stamped shop drawings, and Inspections.
- Temporary electric or water.
- Winter Protection.
- Dewatering.
- Geotechnical testing, concrete testing and inspections.
- Surveying and brick points, and Layout.
- Design build Work Submittals.
- AHA (Activity Hazard Analysis).
- APP (Accident Prevention Plan).
- Performance and payment bond.
- Temporary access and security of existing buildings during construction.
- Temporary Field Sanitary facilities.
- All Electrical work to include bonding and grounding of new and existing structures.
- All mechanical work to include layout of sleeves, anchors or components for new equipment.
- Site utilities including Sewer System.
- Excavation of rock or hardpan.
- Removal and capping of all utilities, services to the building.

Proposal: Repairs Various Locations - Concrete/Asphalt



- Remove or cap drains and underground pipe or wire.
- All special finishes for concrete including seals/color or stamped concrete.
- Decorative cuts/joints on concrete.

G&G Remodeling, Inc
5610 Ottawa St
Oxon Hill, MD 20745 US
7038670246
ggremodel@gmail.com

Estimate

ADDRESS

Larry Vaughn
6010 Arapahoe Terr
137 Seneca Dr
Oxon Hill, MD 20745
United States

ESTIMATE # 1011

DATE 07/29/2020

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	6010 Arapahoe Terrace Sidewalks	Demolish 20x4 of concrete and redo it by applying gravel, underlayment, rebar and concrete. Materials included.	1	2,950.00	2,950.00
	137 Seneca Drive Curb	Repair 65 feet of the curb and 10x30 of asphalt. Materials included.	1	12,550.00	12,550.00

TOTAL

\$15,500.00

Accepted By

Accepted Date

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 50-20**

A RESOLUTION TO AUTHORIZE THE MAYOR/COUNCIL TO ACCEPT THE PROPOSAL AND ENTER INTO A CONTRACT WITH ASIL PUBLIC RELATIONS, LLC TO MAINTAIN COMMUNITY ENGAGEMENT/PUBLIC RELATIONS FOR THE TOWN OF FOREST HEIGHTS/POLICE DEPARTMENT

Introduced by: Mayor Habeeb-Ullah Muhammad

WHEREAS, the Town wishes to enter into an agreement with ASIL Public Relations, LLC to maintain and sustain the public awareness of The Town of Forest Heights, Maryland through brand identity, developing and increasing the popularity and use of The Town of Forest Heights/Town Police Department social media (Live Stream Video, Facebook, Instagram and Twitter) and all of its related services; and

WHEREAS, ASIL Public Relations, LLC will manage and advise The Town of Forest Heights/Town Police Department, concerning marketing and public relation strategies in order to maximize the desired social media outcomes; and

NOW THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby authorizes the Mayor to execute the contract dated August 1, 20240 (attached) with ASIL Public Relations, LLC for services stated therein pursuant to the following conditions specified in Exhibit A;

BE IT FURTHER RESOLVED, that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby agrees to authorize a total payment in the amount of \$8,000 from line item 7246 Marketing of the FY 2021 Budget;

AND BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED this ____ day of August 2020.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland.

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

KENNEDY II

The Town of Forest Heights

Resolution 50-20

Page 1

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 50-20**

NOBLE

BARNES

HINES

WASHINGTON

ATKINSON

ATTEST:

MAYOR AND COUNCIL OF THE TOWN OF
FOREST HEIGHTS, MARYLAND

Sherletta Hawkins, Town Clerk

Habeeb-Ullah Muhammad, Mayor

Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ___ day of August 2020 with ___ Aye votes and ____ Nay vote the aforesaid Resolution 50-20 passed.

Sherletta Hawkins, Town Clerk

[Exhibit A]



Town of Forest Heights
Community Engagement/Public Relations Contract

Public Relations Contract between
ASIL Public Relations, LLC
and
The Town of Forest Heights, Maryland

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC



Town of Forest Heights Community Engagement/Public Relations Contract

About Us

ASIL Public Relations is a boutique public relations firm dedicated to our clients' brand and success. Over the last seven years, we have worked with individuals, local government agencies to non-profit organizations in order to meet the needs of perfecting and polishing their brand. ASIL PR is dedicated to working side by side with clients in creating effective social media strategies and maintaining responsibility of its execution. We pride ourselves in being results-driven with access and exposure to the most current and upcoming social platforms in addition to engaging the community with traditional grassroots public relations.

This contract will constitute an agreement between ASIL Public Relations, LLC (ASIL PR, LLC) for public relations consulting services and The Town of Forest Heights, Maryland including the Forest Heights Police Department from **August 1, 2020 to August 1, 2021**.

In this contract, the party who is contracting to receive services shall be referred to as The Town of Forest Heights, Maryland *also known as the "Client"*, and the party who will be providing the services shall be referred to as *ASIL Public Relations, LLC (ASIL PR, LLC) also known as the "Consultant"*.

The Consultant has a background in public relations and marketing and is willing to provide services to the Client based on this background.

Goals of ASIL PR

The goal of engaging ASIL Public Relations, LLC is to increase and sustain the public awareness of The Town of Forest Heights, Maryland through brand identity, developing and increasing the popularity and use of The Town of Forest Heights, Maryland social media (Facebook, Instagram and Twitter) and all of its related services, which include interaction with followers, community service (i.e. feeding the homeless, canned food drives and other community and business developments discussed with the Client.) ASIL Public Relations, LLC is expected to measure, manage, and advise on The Town of Forest Heights, Maryland marketing and public relation strategies in order to maximize the desired outcomes. ASIL Public Relations, LLC's communication objectives for The Town of Forest Heights, Maryland are set out below. Emphasis on each objective was addressed in the initial consultation between ASIL PR, LLC and The Town of Forest Heights, Maryland, Maryland.

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC



Communication Objectives of ASIL PR

ASIL PR, LLC communication objectives for The Town of Forest Heights, Maryland are as follows:

1. Strengthen brand awareness of The Town of Forest Heights, Maryland and generate long term interest and understanding among target audiences.
2. Increase and reinforce the awareness of the benefits of The Town of Forest Heights, Maryland and promote new developments.
3. Generate sustained, quality media coverage in target media (as discussed with Client, media coverage is never guaranteed) unless there is written confirmation from the media. Achieve the above through traditional channels such as printed media, radio and television as well as news outlets such as website, mobile internet and social media.
4. To recommend media format and target media groups that best reach The Town of Forest Heights, Maryland specific goals.
5. To produce and/or edit high quality printed and broadcasted communications materials that meet the public relations and outreach objectives (i.e. media kit and press releases)
6. To utilize social media to generate publicity, word of mouth and grow the overall social media presence.
7. To utilize social media platforms as part of the integrated communication support in additional to traditional media efforts.
8. Assist in promoting The Town of Forest Heights, Maryland and associated events through developing flyers, contacting the media/press and through social media.
9. Provide a monthly or as needed evaluation on the success of the activities, events, and/or performances.

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC



Town of Forest Heights
Community Engagement/Public Relations Contract

Deliverables

The Consultant will deliver the items/services listed above and results will be monitored, and improvement plans will be developed. A proposed timeline for the social media marketing program milestones are listed in the below timeline:

Social Media and Marketing Timeline		
Item	Description	Completed
1.	Flyers (1-week notice)	1-week design and turnaround from notice
2.	Social Media Accounts	Update Daily (or as needed)
3.	Reporting/Benchmark & Data Analysis Report	12 months

Services to be provided to the client

1. Flyer designs
2. Maintenance and monitor social media
3. Photography
4. Press Releases
5. Videography (The video will be no more than 1 minute. The video will be edited, and the client will be able to make revisions up to 4 times. The final cut will be available within 3-5 business days of providing edits, under the conditions that there is no need to re-shoot).

Services requested to be complete outside of normal business hours will be made available by ASIL Public Relations, LLC at the rate of \$30 per hour and will be billed separately from the initial contract. Any expenses exclusive of normal overhead are not included in this contract and will be invoiced separately (i.e. delivery services or travel.)

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC



Town of Forest Heights
Community Engagement/Public Relations Contract

Re-occurring Town of Forest Heights Events

1. 2 monthly meetings
2. 5K Walk (spring and fall)
3. Annual Christmas Party for the kids
4. Beautification Day
5. Coffee with the Chief
6. Community Clean-up (3rd Saturday in April and 2nd Saturday in October)
7. Forest Heights Day
8. Food Drive
9. Kid to Park Day (May 18th)
10. Meet Santa
11. National Night Out
12. Neighborhood Watch
13. Senior Holiday Luncheon
14. Shop with a Cop

Fees/Rate

ASIL Public Relations, LLC agrees to devote up to 20 hours per week on assignments for The Town of Forest Heights, Maryland including the Forest Heights Police Department, unless otherwise discussed. Work will normally be performed at the offices of ASIL Public Relations, LLC (mobile) but occasionally may take place at other locations, as required. Work priority and scheduling will be at the discretion of The Town of Forest Heights, Maryland and work will normally occur Monday to Friday 9am to 5pm unless otherwise requested by the client.

The rate for the services provided to the client will be \$10,000 for the year. Compensation for the Consultant will occur on a monthly basis via mailed check to the office of ASIL Public Relations, LLC.

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC



Town of Forest Heights
Community Engagement/Public Relations Contract

Consultant is not an Attorney nor licensed to practice law. Discussions can skirt legal issues and should be interpreted as opinions, or things to consider. If legal advice is desired, consult an Attorney.

Consultant is not a CPA or a Tax Professional. Discussion can and do involve accounting and presentation of financial results and projections. When financial advice is requested, contact a CPA or tax professional.

Consultant is not an employee of any banking institution; therefore, Consultant cannot speak for any particular institution. Financial institutions regularly change their policies and procedures. Therefore, advice should be considered as a general methodology.

Client maintains control of all decisions and should reject advice that they do not agree with. The Client may find that things have changed after they enter a relationship with a bank, or other business concern. Consultant cannot control future events, therefore cannot be responsible for long term outcomes of business or financing strategies.

Return of Records. Upon termination of this Contract, ASIL PR, LLC shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business.

All materials furnished by The Town of Forest Heights, Maryland will remain the property of The Town of Forest Heights, Maryland and will be returned upon request, or no more than 10 business days from the termination of this contract.

The results of any and all work performed by ASIL Public Relations, LLC for The Town of Forest Heights, Maryland including original creative work, will remain the property of The Town of Forest Heights, Maryland, the Client may use this material in any way deemed appropriate. ASIL PR reserves the right to use The Town of Forest Heights, Maryland name and/or logo in ASIL PR's electronic and hard copy portfolio and on the official web and social media sites.

Termination of Agreement. This agreement may be terminated within 30 days of written notice by ASIL Public Relations, LLC or the Town of Forest Heights. In case of termination, based on the grounds, ASIL Public Relations, LLC shall make a reasonable attempt to complete work in progress. This Contract shall terminate automatically upon completion by Consultant of the Services required by this Contract or 1 year from the effective date of this contract. *The option to renew and or revise this contract shall be at the leisure of the Client and if the Client chooses to renew the contract, further negotiation will be discussed amongst the Consultant and Client.*

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC



Town of Forest Heights
Community Engagement/Public Relations Contract

Relationship of Parties. It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

Disclosure. The Consultant is required to disclose any outside activities or interests that conflict or may conflict with the best interests of the Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Contract.

Employees. The Consultant's employees, if any, who perform services for Client under this Contract shall also be bound by the provisions of this Contract.

Confidentiality. The Client recognizes that Consultant has and will have the following information: business affairs; financial information (if applicable); personal information; future plans; and other proprietary information (collectively, "Information") which are valuable, special and unique assets of the Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, the Consultant agrees that they will not at any time or in any manner, either directly or indirectly, use any Information for the Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Contract.

Confidentiality After Termination. The confidentiality provisions of this Contract shall remain in full force and effect after the termination of this Contract.

Entire Agreement. This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

Amendment. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

Applicable Law. This Contract shall be governed by the laws of the State of Maryland.

Quality of Service. *The Consultant* shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Contract. *The Consultant* shall, without additional compensation, correct or revise any errors or deficiencies in its reports, drawing, specifications, designs, and/or other related items or services which do not meet the standard of care.

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC



Town of Forest Heights
Community Engagement/Public Relations Contract

The undersigned agrees to the terms of this contract on behalf of ASIL Public Relations, LLC and the Town of Forest Heights.

CEO & Chief Publicist
ASIL PUBLIC RELATIONS, LLC (Print)

CEO & Chief Publicist
ASIL PUBLIC RELATIONS, LLC (Signature) DATE

Town Administrator
Town of Forest Heights, Maryland (Print)

Town Administrator
Town of Forest Heights, Maryland (Signature) DATE

Prepared By: Lisa L. White
CEO & Publicist of ASIL Public Relations, LLC